

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

REQUEST FOR PROPOSALS SPECIFICATION NO. 06-251

The City of Lincoln intends to enter into contract and invites you to submit a sealed proposal for:

DESIGN SERVICES EAST BELTWAY PRELIMINARY DESIGN AND CORRIDOR PROTECTION

MEETING OR EXCEEDING CITY OF LINCOLN SPECIFICATIONS

A pre-proposal conference with question/answer period is scheduled for 9:00 a.m., Friday, September 1 , 2006 at the City of Lincoln Purchasing Office, 440 South 8th Street, Lincoln NE, all interested Submitters on Proposal (hereafter referred to as submitter) are encouraged to attend.

Sealed proposals will be received by the City of Lincoln, Nebraska on or before **12:00 noon, Friday, September 15 , 2006** in the office of the Purchasing Agent, **"K" Street Complex (SW Wing), Suite 200, 440 So. 8th Street**, Lincoln, NE 68508. **ONLY THE NAMES OF THE SUBMITTERS** will be publicly read aloud in the First Floor Conference Room at the "K" Street Complex.

Submitter should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for offers to arrive in the Purchasing Division, prior to the time and date specified above. Late proposals will not be considered.

FAX proposal responses are not acceptable, all offers must possess an original signature and be in a sealed envelope.

**CITY OF LINCOLN
REQUEST FOR PROPOSALS
SPECIFICATION NO. 06-251**

**STATE PROJ. NO. DPU-55(156)
STATE CONTROL NO. 12484**

**DESIGN SERVICES,
East Beltway Preliminary Design and Corridor Protection**

1. PURPOSE AND INTENT

- 1.1 The City intends to retain a professional engineering firm or firm(s) to provide normal and customary preliminary engineering design services to produce a set of Preliminary Design and Corridor Protection documents for the East Beltway.
- 1.2 It is the intent of the City to select a firm based on qualifications, recommended project approach, and practical applications which best accomplishes the objectives of the project while incorporating innovative and cost effective methods.
- 1.3 The City will rely on the firm to remain on schedule for all services rendered so as to meet the desired date for filing Corridor Protection for the East Beltway.
- 1.4 The City reserves the right to contract for additional services on this project with selected firm, another firm, or utilize its own forces.

2. PROJECT DESCRIPTION

- 2.1 The firm selected will develop Preliminary Design and Corridor Protection plans along the general alignment as shown on site map. The firm selected will also create any and all other documents required to file corridor protection for the East Beltway.
- 2.2 See attached map for general alignment location.
- 2.3 The limits of the project are generally defined as the corridor approximately along the 127th Street alignment bounded by Interstate 80 at the Waverly interchange to the north and Nebraska Highway 2 at the proposed South Beltway interchange to the south.

3. AVAILABLE INFORMATION

- 3.1 Any currently available landbase, public utility, contours and aerial photographic information in Microstation format.
- 3.2 Any currently available traffic projection information.
- 3.3 The above information is available for review at the City of Lincoln Engineers office located at 531 Westgate Boulevard, Lincoln, Nebraska.
- 3.4 The Final Environmental Impact Statement (EIS) and Final Section 4(F) Statement for the Lincoln South and East Beltways. The EIS is also available on-line at:
<http://www.fhwa.dot.gov/nediv/sebelt.htm>

4. REQUIRED SERVICES

- 4.1 The consultant selected shall provide normal and customary professional services for this project that may include but not be limited to:
 - 4.1.1 Survey - Text legal descriptions of parcels within the corridor(not field survey)
 - 4.1.2 ROW/easements (As Needed)
 - 4.1.3 Public Involvement (Minimal)
 - 4.1.4 Construction Estimates
 - 4.1.5 Preliminary Roadway Design - Includes, but not limited to, preliminary horizontal and vertical alignments and preliminary cross sections along with any required work to produce these preliminary design elements.
- 4.2 All of the above shall be in conformance to/with City, State and Federal requirements.
- 4.3 Meetings will be held with representatives from the City of Lincoln, NDOR central office and District 1 office, and the County of Lancaster at appropriate times to discuss progress and issues.
 - 4.3.1 The project will be funded with Federal and local funds.

- 4.4 Prepare a preliminary design memorandum which defines in detail the Consultant's and City's mutually agreed understanding of project scope, objectives, and schedule, including budgetary information.
 - 4.4.1 Meet with City, County, and State staff to review the memorandum for the project.
- 4.5 Submit plan and estimate review sets at completion of appropriate project milestones.
- 4.6 Complete final Corridor Protection plans and any other documents required for the filing of Corridor Protection in accordance with design.
- 4.7 Submit completed Corridor Protection documents to local regulatory agencies as required and assist City in obtaining approval for Corridor Protection from such agencies.
- 4.8 Submit printed copies and computerized file copies of the completed Preliminary Design and Corridor Protection plans and meet with City project team to present and review the completed documents.

5. DELIVERABLES

- 5.1 Any and all plans and documents necessary for filing Corridor Protection for the East Beltway.
- 5.2 CD_ROM CAD files of the final corridor protection plans will be submitted which are compatible and suitable for transfer to the City's Comprehensive Engineering Information System (CEIS) currently using Microstation, Geopak, and GIS mapping system.
- 5.3 Any estimates and other documents shall be submitted both electronically and by hard copy.

6. TENTATIVE PROJECT SCHEDULE

- 6.1 Review & Open RFP's: September 15, 2006
- 6.2 Review of RFP (Short List): September 22, 2006
- 6.3 Notification for Interviews: September 25, 2006
- 6.4 Interviews: October 3, 2006
- 6.5 Negotiate Scope of Work: October 10, 2006
- 6.6 Final Meeting: October 10, 2006
- 6.7 Contract Signed by Firm: October 13, 2006
- 6.8 Notice to Proceed: October 13, 2006
- 6.9 Plans Completion: July 31, 2007
- 6.10 Consultant shall propose intermediate milestone dates to meet Corridor Protection deadlines.

7. ADDITIONAL CONSTRUCTION PHASE AND OTHER SERVICES

- 7.1 Based on the firm's performance and at the sole option of the City, additional services such as additional design/final design and construction inspection/resident engineering services shall be reviewed and may be negotiated at a later time, as necessary.
- 7.2 Other services as requested by the City shall also be reviewed and may be negotiated at a later time, as necessary.

8. CITY'S RESPONSIBILITIES

- 8.1 Designate project representative and City project team to coordinate work activities of City project team, Consultant, and other affected parties.
- 8.2 Make all policy and budgetary decisions so as to allow timely completion of the work.
- 8.3 Supply pertinent existing drawings, records, and available information.
- 8.4 Assist in coordinating, arranging, and conducting meetings with representatives of affected agencies as required for completing the work.

9. PROPOSAL CONTENTS

- 9.1 Describe and outline the **Firm's Approach** to performing the work required by this project.
 - 9.1.1 Include implementation plan describing project phases, key work elements to meet critical project dates, and a recommended schedule of meetings to provide for timely input by City project team.

- 9.2 Outline of the **Proposed Project Schedule** to meet the project schedule listed in this RFP shall be included.
 - 9.2.1 Provisions for meaningful input from City project team during the initial project review are essential and shall be addressed.
- 9.3 Delineate the **Project Team and Organization**.
 - 9.3.1 Include names of key individuals to be assigned to, and work directly on, the project.
 - 9.3.2 Describe specific areas and limits of responsibilities for each of the team members and proposed sub-consultants to be utilized.
 - 9.3.3 Include a project team organizational chart showing lines of responsibility and extent of involvement for sub-consultants.
 - 9.3.4 Include resumes for project team members, key individuals, and sub-consultants.
- 9.4 Describe the **Ability of the Firm to Meet the Intent of Required Services** outlined in this RFP, including:
 - 9.4.1 Time availability of team members to meet the tentative project schedule.
 - 9.4.2 Quality Assurance and Quality Control (QA/QC) review procedures to be utilized on this project.
 - 9.4.3 Cost estimating and cost control procedures used by firm on similar projects.
 - 9.4.4 A statement of general qualifications and background experience of the firm and project team members, including sub-consultants in this type of project and work.
 - 9.4.5 Listing of types of anticipated assistance that may be required from the City project team or other City agencies.
 - 9.4.6 List four contacts of former clients (to include contact person, title, and telephone number) for which your firm was engaged within the past five (5) years to perform projects of similar size, capacity and dollar amount.
- 9.5 Provide a description of your Public involvement process.
- 9.6 Nebraska Department of Roads DR 497 and DR498 forms shall be submitted in the proposal.
- 9.7 NDOR Conflict of Interest and Disclosure Form shall be submitted in the proposal.

10. PROPOSAL FORMAT

- 10.1 Proposals shall be plain white paper, black ink, no more than 6 single sided pages, stapled in the upper left corner. This does not include cover letter and resumes.
- 10.2 The following is a list of attachments which are not part of the six (6) page limit.
 - 10.2.1 A summary description of the firm's history, structure, size and philosophy.
 - 10.2.2 A summary resume/dossier of the key staff to be assigned to the project.
 - 10.2.3 A list of similar projects the firm has completed and the names, telephone numbers of the contract administrator/s.
 - 10.2.4 NDOR DR498 forms
 - 10.2.5 NDOR DR497 forms
 - 10.2.6 NDOR Conflict of Interest and Disclosure Form

11. PROPOSAL EVALUATION CRITERIA

- 11.1 Each proposal submitted will be evaluated based on criteria, which includes but is not necessarily limited to or in the order of, the following items:
 - 11.1.1 Understanding of the requirements of this project.
 - 11.1.2 Relevance and suitability of the project approach and schedule to meet the needs of the City.
 - 11.1.3 Qualifications and expertise of the key personnel to be assigned to this project.
 - 11.1.4 Background experience of the firm and the project team as it directly relates to this project.
 - 11.1.5 Record of past performance on similar projects.
 - 11.1.6 Comments and opinions provided by references.
 - 11.1.7 Quality and cost control procedures to be used on this project.
 - 11.1.7.1 Identify personnel responsible for these controls.
 - 11.1.8 Resources of the firm to conduct and complete this project in a satisfactory manner.
 - 11.1.8.1 Factors to be considered include: current work load (including current work with the City), proposed schedule for completion, and ability and willingness to commit the key personnel.
 - 11.1.9 Clarity, conciseness, and organization of proposal.

- 11.2 Firm must be certified by the Nebraska Department of Roads
- 11.3 NOTE: Proposals will be reviewed, evaluated and ranked (e.g.: 1, 2, 3) in accordance with the City's selection process and procedure.

12. SUBMITTAL PROCEDURES

- 12.1 Submit seven (7) copies of your proposal to the office of the Purchasing Agent, located at 440 South 8th Street, Suite 200, Lincoln, Nebraska, 68508 **no later than Friday, September 15, 2006 at 12:00 pm.**

13. CONTACTS

- 13.1 All questions regarding this proposal must be made in writing via email or fax to: Bob Walla, Purchasing Dept., rwalla@lincoln.ne.gov, or fax to (402) 441-6513 cc: Project Selection Chair, Chad Blahak, City of Lincoln, cblahak@lincoln.ne.gov or fax (402) 441-6576.
- 13.2 Any follow-up conversations with City staff will be directed by the Purchasing office.
- 13.3 Any addenda answering questions or providing clarifications will be sent out by the Purchasing Department and be available on the City of Lincoln website at <http://www.lincoln.ne.gov/city/finance/purch/index.htm>
- 13.4 Verbal responses and/or representations will not be given or binding to the City.
- 13.5 Any contact inquiring about the project that is directed to any person other than the Assistant Purchasing Agent may be used by the Committee as grounds for non-consideration for the project.

14. ESTIMATED FEES

- 14.1 If the city is unable to arrive at a mutual agreement with the top ranked firm, the City retains the sole right to move on to negotiations with the second (then, third, etc.) ranked firm.
- 14.2 The method of payment for this project will be cost-plus fixed fee plus reimbursement of reasonable actual expenses with an agreed maximum amount.
- 14.3 The Nebraska Department of Roads standard City/Consultant agreement will be used for this project.

15. INSURANCE

- 15.1 The successful firm shall obtain all insurance required and approved by the City Attorney for the City of Lincoln.
 - 15.1.1 Standard Certificate of Insurance requirements can be found on the City website at: <http://www.lincoln.ne.gov/city/finance/purch/index.htm>
- 15.2 All certificates of insurance shall be filed with the City of Lincoln on the standard Accord Certificate Of Insurance Form showing the specific limits of insurance coverage required in Sections A, B, C, and D and showing the City of Lincoln and Lancaster County as a named additional insured.
 - 15.2.1 Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction of insurance coverage.

RFP FOR ARCHITECT/ENGINEER SVS FOR EAST BELTWAY PRELIMINARY DESIGN

DATE: _____

Firm Name: _____

Years in Business: _____

Project Team: _____

Intends to do work only "in-house" Yes No

Or, proposes to use subconsultant(s) Yes No

Worked for the City/County before? Yes No

Worked in Lincoln before? Yes No

Proposed Project Manager: _____

Yrs Experience: _____

PROPOSAL EVALUATION FACTORS	SCORE	MAX PTS
1. General professional experience.....	_____	(10)
2. Specific professional experience for this work:		
Technical aspects.....	_____	
Operational aspects.....	_____	
Maintenance aspects.....	_____	
Public and community aspects.....	_____	
Track record on performance time aspects.....	_____	
Track record on cost control aspects.....	_____	
OVERALL RATING.....	_____	(12)
3. Approach to work to be done:		
Logical sequence and organization.....	_____	
Innovative methods or concepts proposed.....	_____	
OVERALL RATING.....	_____	(18)
4. Qualifications of proposed project manager:		
Pertinent personal professional experience.....	_____	
Ability to express ideas.....	_____	
Ability to manage the work team.....	_____	
Ability to work with the City/County.....	_____	
OVERALL RATING.....	_____	(16)
5. Adequacy of proposed staff resources:		
Numbers.....	_____	
Types and quality.....	_____	
OVERALL RATING.....	_____	(14)
TOTAL SCORE FOR PROPOSAL SUBMITTAL.....	_____	(70)

SHORT LIST - INTERVIEWS: _____

A. Quality of presentation:		
Clarity of presentation.....	_____	
Completeness of presentation.....	_____	
Quality of audio-visuals (if used).....	_____	
Response to questions.....	_____	
OVERALL RATING.....	_____	(10)
B. Fee Schedule.....	_____	(20)
TOTAL SCORE FOR THIS FIRM.....	_____	(100)

Comments: _____

Signatures of Evaluation team: _____



A83962

06R-121

Introduce: 6-19-06

RESOLUTION NO. A- 83962

1 BE IT RESOLVED by the City Council of the City of Lincoln, Nebraska:

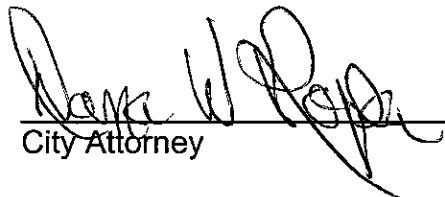
2 That the attached Agreement between the City of Lincoln and Lancaster County
3 to contribute equally the local matching portion of the Federal funds obligated for the
4 East Beltway Preliminary Design, Corridor Protection and ROW as related to the State
5 of Nebraska Department of Roads Project No. DPU-55(156), CN-12848, City Project
6 No. 54270, in accordance with the terms and conditions contained in said Agreement, is
7 hereby approved and the Mayor is authorized to execute the same on behalf of the City
8 of Lincoln.

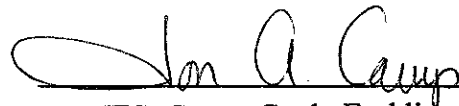
9 The City Clerk is directed to return the executed copies of the Agreement to the
10 Public Works and Utilities Department, for transmittal and execution by Lancaster
11 County.

Introduced by:

See further Council Proceedings
on next page.

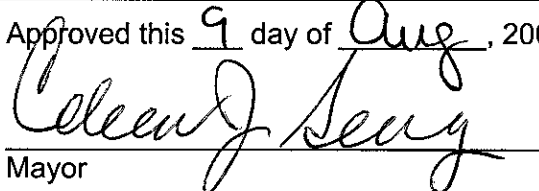
Approved as to Form & Legality:


City Attorney



AYES: Camp, Cook, Eschliman,
Marvin, McRoy, Newman,
Svoboda; NAYS: None.

ADOPTED
AUG - 7 2006
BY CITY COUNCIL

Approved this 9 day of Aug, 2006:

Mayor

06-121

6/26/06 Council Proceedings:

COOK Moved to continue Public Hearing & Action on Bill No. 06R-121 to 7/10/06.
Seconded by Svoboda & carried by the following vote: AYES: Camp, Cook, Eschliman, Marvin, McRoy, Newman, Svoboda; NAYS: None.

7/10/06 Council Proceedings:

SVOBODA Moved to continue 2nd Reading & Public Hearing on Bill No. 06R-121 to 8/7/06.
Seconded by McRoy & carried by the following vote: AYES: Camp, Eschliman, McRoy, Newman, Svoboda; NAYS: None; ABSENT: Cook, Marvin.

8/07/06 Council Proceedings:

SVOBODA Moved to amend Bill No. 06R-121 by accepting the substitute Interlocal Agreement for Project 542702 - East Beltway between the City of Lincoln and Lancaster County.
Seconded by Marvin & carried by the following vote: AYES: Camp, Cook, Eschliman, Marvin, McRoy, Newman, Svoboda; NAYS: None.

06R-121

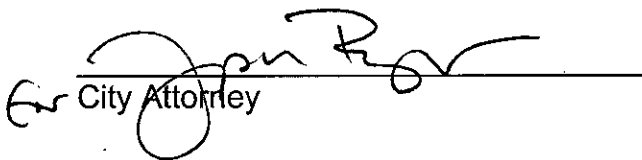
MOTION TO AMEND NO. 1

I hereby move to amend Bill No. 06R-121 by accepting the substitute Interlocal Agreement for Project No. 542702 – East Beltway between the City of Lincoln and Lancaster County.

Introduced by:



Approved as to Form & Legality:


City Attorney

Requested by: Law for Public Works

Reason for Request: The Substitute Agreement is consistent with the Agreement approved by the County.

ADOPTED
AUG - 7 2006
BY CITY COUNCIL

<h1 style="text-align: center;">CITY OF LINCOLN</h1> <p style="text-align: center;">Request for: <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution</p>	(Do Not Write in this Space)	
	Bill Control No. <u>06R-121</u>	Date: <u>6/9</u>
	Docketing Date <u>6/9; PH: 6-26-06</u>	
	(To Be Entered by City Clerk)	

DATE <p style="text-align: center;">June 9, 2006</p>	REQUEST MADE BY <p style="text-align: center;">Karl Fredrickson</p>	DEPARTMENT <p style="text-align: center;">Public Works/Utilities</p>
DESIRED DOCKET DATE: 6-19; PH 6-26-06		IF EMERGENCY, GIVE REASON (See Art. 6, Sec. 2 of Charter)
Emergency Measure Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

REASONS OR JUSTIFICATION FOR PROPOSED LEGISLATION

To provide authority for the Mayor to execute an agreement between the City of Lincoln and the County of Lancaster to contribute equally the local matching portion of the Federal Funds obligated for the East Beltway Preliminary Design, Corridor Protection, and ROW. State Project No. DPU-55(156), CN 12848; City Project No. 542702.

2006 JUN 9 PM 1 05
 CITY CLERK'S OFFICE
 CITY OF LINCOLN
 NEBRASKA

REQUESTOR <input type="checkbox"/> DOES <input checked="" type="checkbox"/> DOES NOT	WISH TO REVIEW AND APPROVE THIS ORDINANCE PRIOR TO ITS INTRODUCTION	 DIRECTOR'S SIGNATURE	<u>6/9/06</u> DATE
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TO BE USED BY THE FINANCE DEPARTMENT

BUDGET REVIEW	DATE:	ACCOUNT NUMBER AND APPROPRIATE BALANCES	DATE:	FUND AVAILABILITY APPROVED	DATE:
				DIRECTOR OF FINANCE SIGNATURE	

DISTRIBUTION
 Return two (2) copies to City Clerk for Docket Number

City Council Introduction: June 19, 2006

Bill Number: *06R-121*

Public Hearing: June 26, 2006

FACT SHEET

TITLE: Interlocal Agreement between the City and County for East Beltway Preliminary Design and Corridor Protection, State Project No. DPU-55(156), CN 12848; City Project No. 542702

SPONSOR: Public Works and Utilities

OPPONENTS: Unknown

STAFF RECOMMENDATION: Approval

OTHER DEPARTMENTS AFFECTED: N/A

APPLICANT: Public Works & Utilities

REASON FOR LEGISLATION: To provide authority for the Mayor to execute an agreement between the City of Lincoln and the County of Lancaster to contribute equally the local matching portion of the Federal Funds obligated for the East Beltway Preliminary Design, Corridor Protection, and ROW.

DISCUSSION

The East Beltway has been a part of the Long Range Transportation Plan and Lincoln/Lancaster County Comprehensive Plan since 2001 as a four lane freeway, generally located between 120th and 134th Streets, from Nebraska Highway 2 to Interstate 80. The next step is to obtain a preliminary design and to file corridor protection along the East Beltway alignment. It is important at this time to file corridor protection for the East Beltway in order to minimize future costs and to minimize the effects on future development along the corridor.

POLICY OR PROGRAM CHANGE: No

COST OF PROJECT: \$625,000 (Estimated)

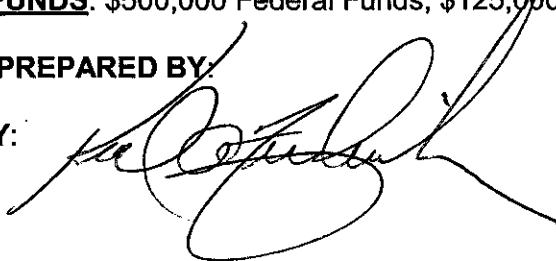
SOURCE OF FUNDS: \$500,000 Federal Funds; \$125,000 City and County local Funds

FACT SHEET PREPARED BY:

Chad Blahak, Engineering Services

REVIEWED BY:

Director of Public Works & Utilities



**INTERLOCAL AGREEMENT
FOR
PROJECT NO. 542702 – EAST BELTWAY**

THIS AGREEMENT is entered into and executed by and between the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as “the County” and the city of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as “the City.”

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-1801 et seq. (Reissue 1997), permits units of local government in the State of Nebraska to cooperate with other localities on a basis of mutual advantage and thereby provide services in a manner that will best serve local communities; and

WHEREAS, the City has been designated as being eligible for Federal High Priority Discretionary Demonstration (DPS) Funds by the Department of Transportation, Federal Highway Administration, in compliance with Federal laws pertaining thereto; and

WHEREAS, the Federal share payable on any portion of a DPS funded project will be a maximum of 80 percent of the eligible costs; and

WHEREAS, the County and the City agree that it is mutually beneficial to obtain preliminary design and Corridor Protection plans for the East Beltway as it is generally shown in Attachment “A”, attached hereto and incorporated by this reference; and

WHEREAS, the County and the City have agreed to share the cost of the local matching funds; and

WHEREAS, the County and the City desire to have a consulting engineering firm, hereinafter referred to as “the Firm” prepare the plans for the East Beltway; and

WHEREAS, the County and the City wish to clarify their respective obligations for the division of costs and other matters pertaining to the preliminary design and Corridor Protection for the East Beltway.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the parties as follows:

1. Duration: The duration of this Agreement shall be from the date of execution until the completion of the above described preliminary design and Corridor Protection project. This Agreement may be terminated by either party if the City does not receive the federal DPS funds, or any portion thereof. This Agreement will terminate if the selection and negotiating committees fail to reach a unanimous decision on the engineering firm and project fee.

2. Purpose: The purpose of this Agreement is to provide for the preliminary design for the East Beltway and for establishing Corridor Protection along the East Beltway alignment. The East Beltway is generally located along the 127th Street alignment and is bounded to the north by Interstate 80 and to the south by Nebraska Highway 2 and is located entirely outside of the city limits but within the three mile jurisdiction of the City of Lincoln and entirely within Lancaster County.

3. Funding: This project will be funded 80% by federal funds up to \$500,000 and 20% by local matching funds up to \$125,000. Should the project cost exceed the \$625,000 of the combined federal funds and local matching funds, the additional costs above the \$625,000 will be split equally between the County and the City. The City and the County agree to contribute up to \$300,000 each to the project, which includes the local matching funds of up to \$125,000. The City and the County further agree that any unencumbered funds not utilized for this project will be appropriated for future right-of-way acquisition and design of the East Beltway.

4. Responsibilities: The responsibilities of the City and County shall be as follows:

A. The County will have the following responsibilities:

i) The County will contribute one tenth (1/10) of the total project cost as its share of the 20% local matching funds. the one tenth (1/10) fraction represents one half (1/2) share of the 20% local matching funds. At such time as the federal funds are withdrawn or exhausted, the County will contribute one half (1/2) of the remaining total project cost. The County's share will not exceed \$300,000, including the local matching funds of up to \$125,000.

ii) The County will provide review comments of the project design as plans are submitted.

B. The City will have the following responsibilities:

i) The City will contribute one tenth (1/10) of the total project cost as its share of the 20% local matching funds. The one tenth (1/10) fraction represents one half (1/2) share of the 20% local matching funds. At such time as the federal funds are withdrawn or exhausted, the City will contribute one half (1/2) of the remaining total project cost. The City's share will not exceed \$300,000, including the local matching funds of up to \$125,000.

ii) The City will request project proposals from consulting engineering firms. A selection committee comprised of representative from the City and County will select the firm deemed most qualified to

complete the project objectives. The request for proposals and the selection process will be in accordance with Section 50 of the NDOR "Guidelines for Transportation Program Funds for Eligible Local Projects." A negotiation committee comprised of representatives from the City and the County will negotiate with the selected firm to obtain an acceptable fee for the project. The final decisions of both the selection committee and the negotiation committee shall be unanimous.

iii) The City will enter into a contract with the selected firm and be the administrator of said contract. The City shall receive written approval from the County Engineer prior to entering into any change orders or amendments to the contract that have a fiscal impact on the County or an impact on the design of the project.

iv) The City will bill the County, on not less than a monthly basis, for all project costs incurred, in accordance with Paragraph 4(A)(i) of this Agreement. The County shall initially pay the City for 95 percent of any billing from the City under this project. The County shall pay for the remaining 5 percent after a final audit has been performed to verify the actual eligible costs. All billings to the County shall be to the attention of the County Engineer and the County Finance Director.

5. Independent Contractor: It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the City shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the City. The City and County shall be responsible to their respective employees for all salaries and benefits. Neither the City's employees nor the County's employees shall be entitled to any salary or wages from the other party or to any benefits made to its employees, including but not limited to, overtime, vacation, retirement benefits, workers compensation, sick leave or injury leave. The City and the County shall be responsible for maintaining Workers' Compensation Insurance and Unemployment Insurance for its employees, and for payment of all Federal, State, local and any other payroll taxes with respect to its employees' compensation.

6. Assignment: Neither the County nor the City shall assign its duties and responsibilities under this Agreement without the express written permission of the other party to this Agreement.

7. Hold Harmless: Each party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil

rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.

8. Administration: The terms and conditions of this Agreement shall be administered by the Director of Public Works and Utilities in cooperation with the County Engineer. This Agreement does not create any separate legal or administrative entity.

9. Severability: If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

10. Equal Employment Opportunity: Each party agrees that in providing services pursuant to this Agreement, it shall not discriminate against any employee, applicant for employment, or any other person on the basis of race, color, religion, sex, disability, national origin, age, marital status, receipt of public assistance, or any other basis prohibited by applicable state or federal law.

11. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and merges all prior discussions between them. It shall not be modified except by written agreement dated subsequent to the date of this Agreement and signed by all parties.

EXECUTED this 15 day of August, 2006, by Lancaster County.

County of Lancaster, Nebraska

By: Deb Schorr
Deb Schorr, Chair
Lancaster County Board of Commissioners

Approved as to form:

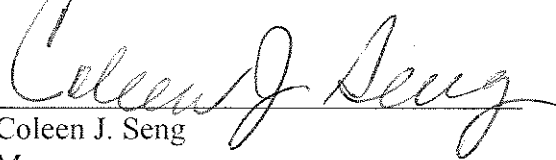
This 15 day of August, 2006

Kristy Mundt
Deputy County Attorney
for Gary E. Lacey
County Attorney

EXECUTED this 9 day of Aug, 2006, by the City of Lincoln.

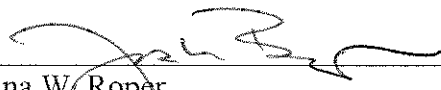
City of Lincoln, Nebraska

By:

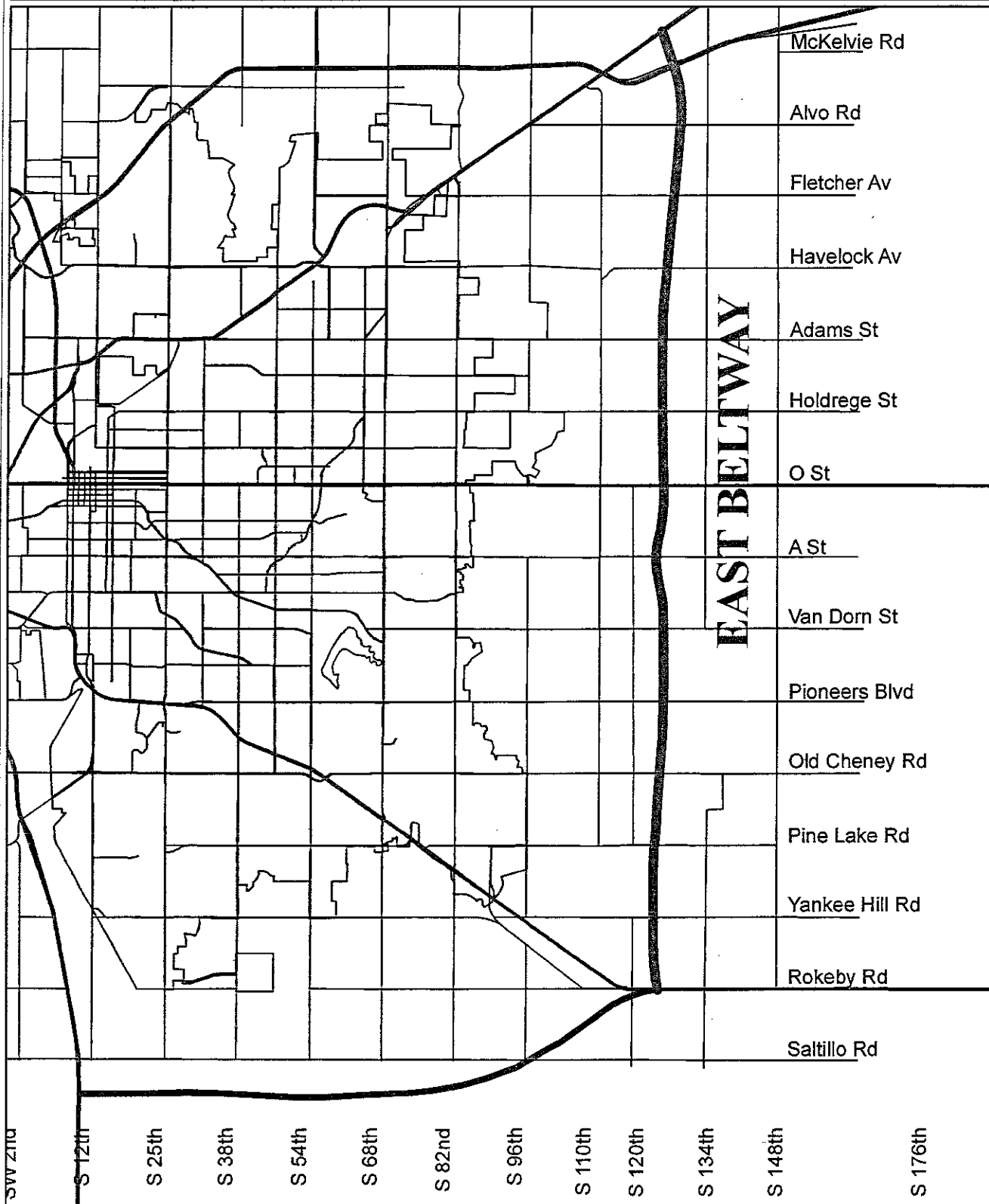

Coleen J. Seng
Mayor

Approved as to form:

This _____ day of _____, 2006


for Dana W. Roper
City Attorney

Public Works & Utilities






CITY OF LINCOLN
NEBRASKA
MAYOR COLEEN J. SENG
lincoln.ne.gov



EXHIBIT "A"

Legend

 
Major Streets

06R-122

Introduce: 6-19-06

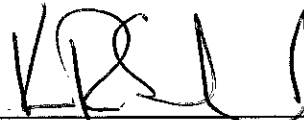
RESOLUTION NO. A- **83963**

1 BE IT RESOLVED by the City Council of the City of Lincoln, Nebraska:

2 That the attached Agreement between the City of Lincoln and the State of
3 Nebraska Department of Roads for Project No. DPU-55(156), CN-12848, City Project
4 No. 542702 for Federal funding of the East Beltway Preliminary Design, Corridor
5 Protection, and ROW, in accordance with the terms and conditions contained in said
6 Agreement, is hereby approved and the Mayor is authorized to execute the same on
7 behalf of the City of Lincoln.

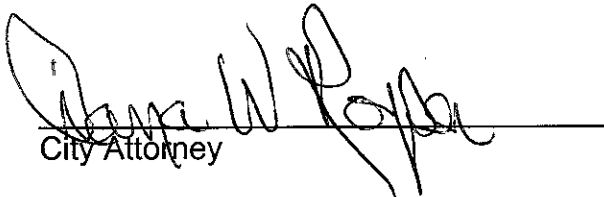
8 The City Clerk is directed to return the executed copies of the Agreement to the
9 Public Works and Utilities Department, for transmittal and execution by the State
10 Department of Roads.

Introduced by:

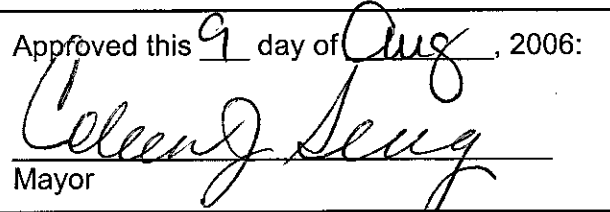


AYES: Camp, Cook, Eschliman,
Marvin, McRoy, Newman,
Svoboda; NAYS: None.

Approved as to Form & Legality:


City Attorney

ADOPTED
AUG - 7 2006
BY CITY COUNCIL

Approved this 9 day of Aug, 2006:

Mayor

06-122

6/26/06 Council Proceedings:

COOK Moved to continue Public Hearing & Action on Bill No. 06R-122 to 7/10/06.

Seconded by Svoboda & carried by the following vote: AYES: Camp, Cook, Eschliman, Marvin, McRoy, Newman, Svoboda; NAYS: None.

7/10/06 Council Proceedings:

SVOBODA Moved to continue 2nd Reading & Public Hearing on Bill No. 06R-122 to 8/7/06.

Seconded by McRoy & carried by the following vote: AYES: Camp, Eschliman, McRoy, Newman, Svoboda; NAYS: None; ABSENT: Cook, Marvin.

CITY OF LINCOLN

Request for: ☐ Ordinance
☒ Resolution

(Do Not Write in this Space)

Bill Control No. 06R-122 Date: 6/9

Docketing Date 6/9; PH: 6-26-06

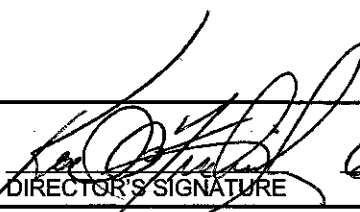
(To Be Entered by City Clerk)

DATE June 9, 2006	REQUEST MADE BY Karl Fredrickson	DEPARTMENT Public Works/Utilities
DESIRED DOCKET DATE: 6-19; PH 6-26-06	IF EMERGENCY, GIVE REASON (See Art. 6, Sec. 2 of Charter)	
Emergency Measure Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

REASONS OR JUSTIFICATION FOR PROPOSED LEGISLATION

To provide authority for the Mayor to execute an agreement between the City of Lincoln and the Nebraska Department of Roads so that Federal Funds can be obligated and used for the East Beltway Preliminary Design, Corridor Protection, and ROW. State Project No. DPU-55(156), CN 12848; City Project No. 542702.

2006 JUN 9 PM 1 05
CITY CLERK'S OFFICE
CITY OF LINCOLN
NEBRASKA

REQUESTOR <input type="checkbox"/> DOES <input checked="" type="checkbox"/> DOES NOT	WISH TO REVIEW AND APPROVE THIS ORDINANCE PRIOR TO ITS INTRODUCTION	 DIRECTOR'S SIGNATURE	6/9/06 DATE
TO BE USED BY THE FINANCE DEPARTMENT			
BUDGET REVIEW	DATE:	ACCOUNT NUMBER AND APPROPRIATE BALANCES	DATE:
		FUND AVAILABILITY APPROVED	DATE:
		DIRECTOR OF FINANCE SIGNATURE	
DISTRIBUTION Return two (2) copies to City Clerk for Docket Number			

City Council Introduction: June 19, 2006

Bill Number: *06R-122*

Public Hearing: June 26, 2006

FACT SHEET

TITLE: NDOR agreement for use of Federal Funds for East Beltway Preliminary Design and Corridor Protection, State Project No. DPU-55(156), CN 12848; City Project No. 542702

SPONSOR: Public Works and Utilities

OPPONENTS: Unknown

STAFF RECOMMENDATION: Approval

OTHER DEPARTMENTS AFFECTED: N/A

APPLICANT: Public Works & Utilities

REASON FOR LEGISLATION: To provide authority for the Mayor to execute an agreement between the City of Lincoln and the Nebraska Department of Roads so that Federal Funds can be obligated and used for the East Beltway Preliminary Design, Corridor Protection, and ROW.

DISCUSSION

The East Beltway has been a part of the Long Range Transportation Plan and Lincoln/Lancaster County Comprehensive Plan since 2001 as a four lane freeway, generally located between 120th and 134th Streets, from Nebraska Highway 2 to Interstate 80. The next step is to obtain a preliminary design and to file corridor protection along the East Beltway alignment. It is important at this time to file corridor protection for the East Beltway in order to minimize future costs and to minimize the effects on future development along the corridor.

POLICY OR PROGRAM CHANGE: No

COST OF ROADWAY CONSTRUCTION: \$625,000

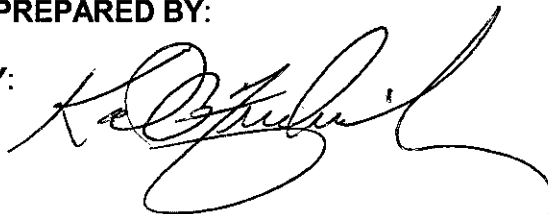
SOURCE OF FUNDS: \$500,000 Federal Funds; \$125,000 City and County local Funds

FACT SHEET PREPARED BY:

Chad Blahak, Engineering Services

REVIEWED BY:

Director of Public Works & Utilities



AGREEMENT

CITY OF LINCOLN
COUNTY OF LANCASTER
STATE OF NEBRASKA, DEPARTMENT OF ROADS
PROJECT NO. DPU-55(156), STATE CONTROL NO. 12848
EAST BELTWAY PROJECT
CORRIDOR PROTECTION

THIS AGREEMENT, made and entered into by and between the City of Lincoln, hereinafter referred to as the "City", and the County of Lancaster, hereinafter referred to as the "County," and the State of Nebraska, Department of Roads, hereinafter referred to as the "State", The three parties hereinafter referred to collectively as "the Parties".

WITNESSETH:

WHEREAS, the City has been designated as being eligible for Federal High Priority, Discretionary Demonstration (DPS) Funds by the Department of Transportation, Federal Highway Administration, hereinafter called the FHWA, in compliance with Federal laws pertaining thereto, and

WHEREAS, DPS funds have been made available by Title 23 of the United States Code, providing for specific improvements, and

WHEREAS, the City and County wish to pursue design and corridor protection of an east beltway around the City of Lincoln, and

WHEREAS, an Environmental Impact Statement (EIS) has been completed under project DPU-3300(1), and

WHEREAS, the Federal share payable on any portion of a DPS funded project will be a maximum of 80 percent of the eligible costs, and

WHEREAS, the regulations for implementing the provisions of the above mentioned act provide that the Federal share of the cost of those projects will be paid only to the State, and

WHEREAS, Section 115 of Title 23, United States Code allows the use of advance construction on eligible projects, and

WHEREAS, the City is prepared to pay 100 percent of the project costs and will not be reimbursed the 80 percent Federal share of eligible costs until the Federal DPS funds are available, and

WHEREAS, the regulations further permit the use of funds other than State funds in matching Federal Funds for the improvements of this project, and

WHEREAS, the State is willing to cooperate to the end of obtaining Federal approval of the proposed work with the understanding that no State Funds are to be expended on this project, and

Architect, Engineer, & Related Services Certification Form

Nebraska Dept. of Roads
Planning & Project Dev. Div.
Attn: Agreements Engineer
1500 Highway 2
P.O. Box 94759
Lincoln, NE 68509-4759

DEPT. USE ONLY

Contractor No.:

Purpose:

For the applicable work category, this form must be submitted by firms responding to the Nebraska Department of Roads "Request for Consultant Services."

Instructions:

Numbers below correspond to numbers on the form. **Please type all information.**

1. Submitting firm, address and zip code.
 - a. Indicate whether this form is being submitted on behalf of a parent firm or a branch office. (Branch office submissions must list only personnel in, and experience of, that office.)
 - b. Firm's Federal Identification Number, or Social Security Number in absence of Federal I.D. No.
2. Code number and name of the work category from the state's "Request for Consultant Services" the firm is submitting on.
3. Address of the submitting office, if different than Item No. 1.
4. Name, title, telephone and FAX number of two principals from the submitting firm who may be contacted by the state. Listed principals must be empowered to speak for the firm on policy and contractual matters.
5. Total number of employees, by discipline, in the submitting office. While some personnel may be qualified in several disciplines, each person should be counted only once in accordance with his or her primary function. Include clerical personnel as "Administrative." Write in any additional disciplines --

sociologists, biologist, etc. and the number of people in each in the blank spaces.

6. Name, office address and certificate information of key personnel of the firm holding a certificate of registration granted by the Nebraska State Board of Examiners for Professional Engineers and Architects, the Nebraska Board of Landscape Architectural Examiners, or the Nebraska State Board of Examiners for Land Surveyors. Such individuals must have full authority to make all final engineering, architectural or surveying decisions on behalf of the firm with respect to the designated work categories.
7. List not more than ten projects which demonstrate the firm's competence in the relevant work categories. The most recent projects completed for the Nebraska Department of Roads are preferred. Information must include:
 - a. Name and location of the project.
 - b. Brief description of the firm's responsibilities on the project.
 - c. Name and address of the owner of the project.
 - d. Estimated or actual project completion date.
 - e. Total construction cost of the completed project, (or where no construction was involved, the approximate cost of your work) and that portion of the cost of the project your firm was/is responsible for.
8. Brief resumes of key personnel expected to participate in the advertised projects. Each resume must include:

- a. Individual's name and title.
- b. Project assignment that person will be expected to fulfill.
- c. Years of relevant experience with this firm and other firms.
- d. Highest academic degree achieved, the year, and the discipline covered (if more than one highest degree such as two PhD's, list both).
- e. Active registration as an architect, engineer, surveyor, etc., the field of registration, year such registration was acquired and the state(s) granting such registration.
- f. Experience, training and other qualifications which reflect the individual's potential contributions to the advertised projects. Include such data as: familiarity with NDOR procedures and engineering techniques, similar types of work performed in the past, and management abilities. Please limit synopsis of experience to relevant work categories.
9. Brief narrative discussion indicating the primary reasons your firm is especially qualified to complete the advertised projects. Information provided might include such data as specialized equipment and computer software, awards or recognition received by the firm or individuals in the relevant work categories, or special approaches or concepts developed by the firm in the relevant work categories.
10. Name of any firms you intend to sub-contract a portion of the project work to and work they will perform.
11. This completed form must be signed and dated by principal of the firm.

1. FIRM NAME AND ADDRESS:

1a. SUBMITTAL IS FOR:

☐ Parent Company ☐ Branch

1b. FEDERAL I.D. NO. OR SOCIAL SECURITY NO.:

2. WORK CATEGORY NUMBER AND NAME:

3. ADDRESS OF SUBMITTING OFFICE: (If different from Item 1)

4. NAME, TITLE, TELEPHONE AND FAX NUMBER OF PRINCIPALS TO CONTACT:

5. PERSONNEL BY DISCIPLINE: (Submitting Office)

..... Administrative	..... Economists	..... Mechanical Engineers	..... Transportation Engineers
..... Architects	..... Electrical Engineers	..... Planners: Urban/Regional	..... Engineering Technicians/Aides
..... Chemical Engineers	..... Estimators	..... Sanitary Engineers	..... Instrument/Rod/Chain Persons, etc.
..... Civil Engineers	..... Geologists	..... Social Scientists	.....
..... Construction Inspectors	..... Hydrologists	..... Soils Engineers	.....
..... Drafters	..... Interior Designers	..... Structural Engineers	.....
..... Ecologists	..... Landscape Architects	..... Surveyors, RLS	.....
			..... Total Personnel in Submitting Office

Name of Firm:

6. KEY PERSONNEL:		CERTIFICATE:			
NAME AND ADDRESS		NUMBER	DATE	TYPE	
7. WORK BY FIRM, OR NEW EMPLOYEES OF THE FIRM, WHICH BEST ILLUSTRATES CURRENT QUALIFICATIONS RELEVANT TO THIS CATEGORY OF WORK.					
a. Project Name and Location	b. Nature of Firm's Responsibility	c. Owner's Name and Address	d. Completion Date (actual or estimated)	e. Estimated Cost (in thousands)	
				Entire Project	Work for which firm was/is responsible
(1)					
(2)					
(3)					
(4)					
(5)					
(6)					
(7)					
(8)					
(9)					
(10)					

Name of Firm:

8. BRIEF RESUME OF KEY PERSONNEL: <i>(Duplicate this sheet, if necessary)</i>															
a. NAME AND TITLE:				a. NAME AND TITLE:				a. NAME AND TITLE:							
b. PROBABLE WORK ASSIGNMENT:				b. PROBABLE WORK ASSIGNMENT:				b. PROBABLE WORK ASSIGNMENT:							
c. YEARS EXPERIENCE:				c. YEARS EXPERIENCE:				c. YEARS EXPERIENCE:							
With this Firm		-----		With Other Firms		-----		With this Firm		-----		With Other Firms		-----	
d. EDUCATION: Degree(s)/Year/Specialization:				d. EDUCATION: Degree(s)/Year/Specialization:				d. EDUCATION: Degree(s)/Year/Specialization:							
e. ACTIVE REGISTRATION: Year First Registered/Discipline/State				e. ACTIVE REGISTRATION: Year First Registered/Discipline/State				e. ACTIVE REGISTRATION: Year First Registered/Discipline/State							
f. OTHER EXPERIENCE AND QUALIFICATIONS RELEVANT TO THE PROPOSED PROJECT.				f. OTHER EXPERIENCE AND QUALIFICATIONS RELEVANT TO THE PROPOSED PROJECT.				f. OTHER EXPERIENCE AND QUALIFICATIONS RELEVANT TO THE PROPOSED PROJECT.							
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Name of Firm:

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b. PROBABLE WORK ASSIGNMENT:				b. PROBABLE WORK ASSIGNMENT:				b. PROBABLE WORK ASSIGNMENT:							
c. YEARS EXPERIENCE:				c. YEARS EXPERIENCE:				c. YEARS EXPERIENCE:							
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Name of Firm:

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b. PROBABLE WORK ASSIGNMENT:				b. PROBABLE WORK ASSIGNMENT:				b. PROBABLE WORK ASSIGNMENT:							
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Name of Firm:

9. USE THIS SPACE TO PROVIDE ANY ADDITIONAL INFORMATION OR DESCRIPTION OF RESOURCES SUPPORTING YOUR FIRM'S QUALIFICATIONS FOR THE PROPOSED PROJECT:

10. SUBCONSULTANTS AND THEIR WORK:

11. THE FOREGOING IS A STATEMENT OF FACTS. *(Signature)*

TYPED NAME AND TITLE:

DATE:



Architect, Engineer, & Related Services Certification Form

Nebraska Department of Roads • Planning & Project Development Division • Attn: Agreements Engineer
1500 Hwy 2 • PO Box 94759 • Lincoln NE 68509-4759

DEPT. USE ONLY

Contractor No.:

Purpose:

The policy of the State of Nebraska in procuring architectural, engineering and related professional services, is to consider for such work only firms which are certified to complete such services. This form is provided for that purpose. Interested firms must complete and submit this form to the Nebraska Department of Roads Agreements Engineer at the address above.

Instructions:

Standard Work Categories:

Please indicate the type(s) of work your firm is interested in doing in Nebraska by placing a checkmark in the appropriate box or boxes.

Numbers below correspond to numbers contained on the form. **Please type all information.**

1. Submitting firm, address and zip code.
 - a. Indicate whether this form is being submitted on behalf of a parent firm or a branch office. (Branch office submissions must list only personnel in, and experience of, that office.)

b. Firm's Federal Identification Number, or Social Security Number in absence of Federal I.D. No.

2. Date the firm was established under the name shown in item 1.

3. Type of ownership, or legal structure, of the firm (sole proprietor, partnership, corporation, joint venture, etc.)

a. Certified Disadvantaged Business Enterprise.

4. Branches or subsidiaries of larger or parent companies, or conglomerates, should insert the name and address of the highest tier owner.

Note: If the present firm is the successor to, or outgrowth of, one or more predecessor firms, show the name(s) of former entity(ies) and the year(s) of their original establishment.

5. Name, title, email address, telephone, and FAX number of two principals from the submitting firm who may be contacted by the state. Listed principals must be empowered to speak for the firm on policy and contractual matters.

6. Names, locations and total number of personnel for headquarters and branch offices.

7. Total number of employees, by discipline, in the submitting office. While some personnel may be qualified in several disciplines, each person should be counted only once in accordance with his or her primary function. Include clerical personnel as "administrative." Write in any additional disciplines -- sociologists, biologists, etc., and the number of people for each in the spaces provided.

8. This completed form must be signed and dated by a principal of the firm.

Note: Additional data, brochures, photos, etc., should not accompany this form unless specifically requested.

The Agreements Engineer will determine the firm's eligibility for certification and acknowledge in writing within 30 days certification of the firm or the reasons for denial.

Standard Work Categories

Professional Services

- 100 ☐ Corridor Studies
- 101 ☐ Environmental Studies
 - A. NEPA Studies
- 102 ☐ Transportation Planning
- 103 ☐ Traffic Operation Studies
- 104 ☐ Traffic Operation Design
- 105 ☐ Highway Design - Major
 - A. Rural
 - B. Urban
- 106 ☐ Highway Design - Minor
 - A. Rural
 - B. Urban
- 107 ☐ Bridge Design
 - A. Major
 - B. Minor

- 108 ☐ Railroad Design
- 109 ☐ Construction Inspection
 - A. Bridge
 - B. Roadway
 - C. Traffic Control Devices
 - D. Railroad Construction and Improvement Projects
- 110 ☐ Building Design and Inspection
- 111 ☐ Electrical and Mechanical Design
- 112 ☐ Railroad Planning

Support Services

- 200 ☐ Aerial Photography
- 201 ☐ Aerial Photogrammetry
- 202 ☐ Engineering Surveying
- 203 ☐ Geodetic Surveying

- 204 ☐ Land Surveying
- 205 ☐ Materials Testing
- 206 ☐ Bituminous Design
- 207 ☐ Geological Studies
- 208 ☐ Bridge Structural Analysis
- 209 ☐ Hydraulic and Hydrologic Studies

Other Categories Not Listed:

- 300 ☐ _____
- 301 ☐ _____
- 302 ☐ _____
- 303 ☐ _____
- 304 ☐ _____

1. Firm Name and Address:

1a. Submittal is for:

☐ Parent Company ☐ Branch

1b. Federal I.D. No. or Social Security No.:

Name of Firm:

2. Year Present Firm Was Established:	3. Type of Ownership:	3a. Certified Disadvantaged Business Enterprise: <input type="checkbox"/> Yes <input type="checkbox"/> No																												
4. Name of Parent Company: <i>(If not in 1. above)</i>																														
5. Name, Title, Email Address, Telephone, and FAX Number of Principals to Contact: (1) (2)																														
6. Present Offices: <i>(City, State and number of personnel in each office)</i>																														
7. Personnel by Discipline: <i>(Submitting Office)</i> <table border="0"><tr><td>----- Administrative</td><td>----- Economists</td><td>----- Mechanical Engineers</td><td>----- Transportation Engineers</td></tr><tr><td>----- Architects</td><td>----- Electrical Engineers</td><td>----- Planners: Urban/Regional</td><td>----- Engineering Technicians/Aides</td></tr><tr><td>----- Chemical Engineers</td><td>----- Estimators</td><td>----- Sanitary Engineers</td><td>----- Instrument/Rod/Chain Persons, etc.</td></tr><tr><td>----- Civil Engineers</td><td>----- Geologists</td><td>----- Social Scientists</td><td>-----</td></tr><tr><td>----- Construction Inspectors</td><td>----- Hydrologists</td><td>----- Soils Engineer</td><td>-----</td></tr><tr><td>----- Drafters</td><td>----- Interior Designers</td><td>----- Structural Engineers</td><td>-----</td></tr><tr><td>----- Ecologists</td><td>----- Landscape Architect</td><td>----- Surveyors, RLS</td><td>----- Total Personnel in Submitting Office</td></tr></table>			----- Administrative	----- Economists	----- Mechanical Engineers	----- Transportation Engineers	----- Architects	----- Electrical Engineers	----- Planners: Urban/Regional	----- Engineering Technicians/Aides	----- Chemical Engineers	----- Estimators	----- Sanitary Engineers	----- Instrument/Rod/Chain Persons, etc.	----- Civil Engineers	----- Geologists	----- Social Scientists	-----	----- Construction Inspectors	----- Hydrologists	----- Soils Engineer	-----	----- Drafters	----- Interior Designers	----- Structural Engineers	-----	----- Ecologists	----- Landscape Architect	----- Surveyors, RLS	----- Total Personnel in Submitting Office
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----- Drafters	----- Interior Designers	----- Structural Engineers	-----																											
----- Ecologists	----- Landscape Architect	----- Surveyors, RLS	----- Total Personnel in Submitting Office																											
7. The foregoing is a statement of facts. <i>(Signature)</i>	Typed Name and Title:	Date:																												



NDOR Conflict of Interest and Disclosure Form

Purpose

This checklist provides assistance to consultants in screening for potential organizational conflicts of interest. The checklist must be completed and signed by the consultant and LPA and submitted to the Nebraska Department of Roads (NDOR) prior to or with the signed consultant Local Public Agency (LPA) agreement.

Please note that this checklist serves as a guide only, and that there may be additional potential conflict situations not covered by this checklist. If a consultant determines a potential conflict of interest exists that is not covered by this checklist, that potential conflict must still be disclosed.

Conflict of Interest

No official or employee of a State or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector or other person performing services for a State or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by a State or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a State or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of the State highway department and of such other governmental instrumentality, and such offer, employee or person has not participated in such acquisition for or in behalf of the State.

Use of the Disclosure Form

The consultant and LPA must complete the attached disclosure form and submit it to NDOR/LPA with their proposal. If potential conflict of interest exists, they must be disclosed on the form. A disclosure will not necessarily disqualify a consultant from being awarded a contract. The disclosure form must be provided separate from the bound proposal, and it will not be provided to selection committee members. NDOR/LPA representatives will review the disclosure and the appropriateness of the proposed mitigation measures to determine if the consultant may be awarded the contract despite the potential conflict.

Material Representation

The consultant is required to submit the attached disclosure form either declaring to the best of its knowledge and belief, either that no potential conflict exists, or identifying potential conflicts and proposing remedial measures to ameliorate such conflicts. The consultant must also update conflict information if such information changes after the submission of the proposal. Information provided on the form will constitute a material representation as to the award of this contract. NDOR/LPA reserves the right to cancel or amend the resulting contract if the selected consultant failed to disclose a potential conflict, which it knew or should have known about, or if the consultant provided information on the disclosure form that is materially false or misleading.

Reviewing Potential Conflicts

NDOR/LPA recognizes that consultants must maintain business relations with other public and private sector entities in order to continue as viable businesses. This fact will be taken into account as the appropriateness of proposed measures to mitigate potential conflicts is evaluated. It is not the intent of NDOR/LPA to disqualify consultants based merely on the existence of a business relationship with another entity, but rather only when such relationships causes a conflict that potentially impairs the consultant's ability to provide objective advice to NDOR/LPA. Consultants would be disqualified only in those cases where a potential conflict cannot be adequately mitigated.

An organizational conflict of interest may exist in any of the following cases:

- The consultant, or its principals, own real property in a location where there may be a positive or adverse impact on the value of such property based on the recommendations, designs, appraisals, or other deliverables required by this contract.
- The consultant is providing other services to a governmental or private entity and the consultant knows or has reason to believe, that entity's interests are, or may be, adverse to the client's interests with respect to the specific project covered by this contract. **Comment:** The existence of a business relationship with another entity would not ordinarily need to be disclosed. Rather, this focuses on the nature of services commissioned by the other entity. For example, it would not be appropriate to proposed on a NDOR project if a local government has also retained the consultant for the purpose of persuading NDOR to stop or alter the project plans.
- The contract is for right-of-way acquisition services or related services (e.g. geotechnical exploration) and the consultant has an existing business relationship with a governmental or private entity that owns property to be acquired pursuant to the contract.

- The consultant is providing real estate or design services to a private entity, including but not limited to, developers, whom the consultant knows or has good reason to believe, own or are planning to purchase property affected by the project covered by this contract, when the value or potential uses of such property may be affected by the consultant's performance of work pursuant to this contract. "Property affected by the project" includes property that is in, adjacent to, or in reasonable proximity to current or potential right-of-way for the project. The value or potential uses of the private entity's property may be affected by the consultant's work pursuant to the contract when such work involves providing recommendations for right-of-way acquisition, access control, and the design or location of frontage roads and interchanges. **Comment:** This provision does not presume consultants know or have a duty to inquire as to all information regarding cases where the consultant has reason to believe that its viability of a project it is performing for the other entity.
- The consultant has a business arrangement with a current NDOR/LPA employee or immediate family member of such an employee, including promised future employment of such a person, or a subcontracting arrangement with such a person, when such arrangements are contingent on the consultant being awarded this contract. This item does not apply to pre-existing employment of current or former NDOR/LPA employees, or their immediate family members. **Comment:** This provision is not intended to supersede any NDOR/LPA policies applicable to its own employees accepting outside employment. This provision is intended to focus on identifying situations where promises of employment have been made contingent on the outcome of this particular procurement. It is intended to avoid a situation where a consultant may have unfair access to "inside" information.
- The consultant has, in previous work for the state/LPA, been given access to information relevant to this procurement or this project that is classified as "private" or "nonpublic" and such data potentially provides the consultant with an unfair advantage in preparing a proposal for this project. **Comment:** This provision will not, for example, necessarily disqualify a consultant who performed some preliminary work from obtaining a final design contract, especially when the results of such previous work are public data available to all other consultants. Rather, it attempts to avoid an "unfair advantage" when such information cannot be provided to other potential consultants.
- The consultant has, in previous work for the state/LPA, helped create the solicitation by performing work such as: writing this solicitation, or preparing evaluation criteria or evaluation guides for this solicitation.
- The consultant, or any of its principals, because of any current or planned business arrangement, investment interest, or ownership interest in any other business, may be unable to provide objective advice to the state/LPA.

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

Having had the opportunity to review the Organizational Conflict of Interest Checklist, the consultant hereby indicates that it has, to the best of its knowledge and belief:

- ☐ Determined that no potential organizational conflict of interest exists.
- ☐ Determined a potential organizational conflict of interest as follows:

Describe nature of potential conflict:

Describe measures proposed to mitigate the potential conflict:

.....
Consultant Signature

.....
Date

.....
LPA Signature

.....
Date

If a potential conflict has been identified, please provide name and phone number for a contact person authorized to discuss this disclosure form with NDOR personnel.

.....
Consultant Name

.....
Phone

.....
LPA Name

.....
Phone

AGREEMENT

CITY OF LINCOLN
COUNTY OF LANCASTER
STATE OF NEBRASKA, DEPARTMENT OF ROADS
PROJECT NO. DPU-55(156), STATE CONTROL NO. 12848
EAST BELTWAY PROJECT
CORRIDOR PROTECTION

THIS AGREEMENT, made and entered into by and between the City of Lincoln, hereinafter referred to as the "City", and the County of Lancaster, hereinafter referred to as the "County," and the State of Nebraska, Department of Roads, hereinafter referred to as the "State", The three parties hereinafter referred to collectively as "the Parties".

WITNESSETH:

WHEREAS, the City has been designated as being eligible for Federal High Priority, Discretionary Demonstration (DPS) Funds by the Department of Transportation, Federal Highway Administration, hereinafter called the FHWA, in compliance with Federal laws pertaining thereto, and

WHEREAS, DPS funds have been made available by Title 23 of the United States Code, providing for specific improvements, and

WHEREAS, the City and County wish to pursue design and corridor protection of an east beltway around the City of Lincoln, and

WHEREAS, an Environmental Impact Statement (EIS) has been completed under project DPU-3300(1), and

WHEREAS, the Federal share payable on any portion of a DPS funded project will be a maximum of 80 percent of the eligible costs, and

WHEREAS, the regulations for implementing the provisions of the above mentioned act provide that the Federal share of the cost of those projects will be paid only to the State, and

WHEREAS, Section 115 of Title 23, United States Code allows the use of advance construction on eligible projects, and

WHEREAS, the City is prepared to pay 100 percent of the project costs and will not be reimbursed the 80 percent Federal share of eligible costs until the Federal DPS funds are available, and

WHEREAS, the regulations further permit the use of funds other than State funds in matching Federal Funds for the improvements of this project, and

WHEREAS, the State is willing to cooperate to the end of obtaining Federal approval of the proposed work with the understanding that no State Funds are to be expended on this project, and

WHEREAS, if the City is to receive federal participation for any portion of the work on the proposed project, it is necessary all phases of work comply with federal requirements and procedures, and

WHEREAS, the funding for the project under this agreement, includes pass-through monies from the Federal Highway Administration (FHWA). If a non-federal entity expends \$500,000 or more in total federal awards in a fiscal year, then the A-133 audit is required as explained further in this agreement, and

WHEREAS, Federal Regulations provide that the City shall not profit or otherwise gain from local property assessments that exceed the City's share of project costs, and

WHEREAS, it is the desire of the City and County that this project advance under the designation of Project No. DPU-55(156), as evidenced by the Resolution of the City dated the _____ day of _____, 2006, attached as EXHIBIT "C" and the Resolution of the County Board dated _____ day of _____, 2006, attached as EXHIBIT "D" and hereby made part of this agreement, and

WHEREAS, the total cost of eligible items of this project such as preliminary engineering is estimated to be \$625,000, and

WHEREAS, the project is described as follows:

Preliminary Engineering to establish corridor protection along the East Beltway alignment. The East Beltway consists of a four-lane divided freeway approximately following the 127th Street alignment as shown on EXHIBIT "A" attached and hereby made part of this agreement. The East Beltway will be bounded to the north by Interstate 80 near the existing Waverly exit and to the south by Nebraska Hwy. 2 at the proposed South Beltway interchange. Corridor protection is needed along the East Beltway alignment to minimize impacts to the project from development that may occur between now and the future construction of the beltway.

NOW THEREFORE, in consideration of these facts, the Parties agree as follows:

SECTION 1. The State will present this project to the FHWA for its approval, if necessary.

SECTION 2. The funding for the project under this agreement includes pass-through federal monies from the FHWA. According to the Single Audit Act Amendments of 1996 (signed into law by President Clinton on July 5, 1996) and the implementing regulations contained in OMB Circular A-133, the A-133 Audit is required if the non-federal entity expends \$500,000 or more in total federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.

The City shall have its finance officer or auditor, review the situation to determine what the City must do to comply with this federal mandate. If applicable, the expenditures related to the FHWA should be shown in the Supplementary Schedule of Expenditures of the Federal Awards under U.S. Department of Transportation as a pass-through Nebraska Department of Roads, Federal CFDA Number 20.205. If an A-133 Audit is performed, the City shall send the audit report to the Nebraska Department of Roads, Highway Audits Manager, P.O. Box 94759, Lincoln, NE 68509-4759.

SECTION 3. The City and the County will perform or cause to be performed a preliminary survey and all necessary plans, specifications and estimates for the proposed work. The City and the County will acquire any or all permits necessary to accomplish the project.

SECTION 4. ENVIRONMENTAL RESPONSIBILITY

The City and the County shall be responsible to complete any federally required environmental actions and documents for this project, and get them approved by the State and the FHWA prior to proceeding with appraising and acquiring any right-of-way for the project.

When it is determined that a public hearing is a federal requirement for the project, the City and the County shall offer an opportunity for a location or design hearing or combined location and design public hearing.

If a public hearing is required, the City or the County shall contact the State's Public Hearing Officer (PHO) prior to doing any public hearing activity, so the PHO can advise the City and the County of the proper procedures and policies for conducting the hearing. The City or the County can contact the State's PHO by calling (402) 479-4871.

SECTION 5. The City and the County will provide the State with current project schedules and progress reports of critical milestones.

SECTION 6. The City and the County shall design the project according to the current publications of the AASHTO Policy on Geometric Design of Highways and Streets, the Minimum Design Standards of the Board of Public Roads Classifications and Standards, the Americans with Disabilities Act (ADA) Accessibility Guidelines, and to specific design criteria attached as EXHIBIT "B" and hereby made part of this agreement. All bridge structures crossing the mainline of the Beltway shall: accommodate the future six-lane freeway, accommodate future widening associated with the cross road and be constructed to match the existing roadway typical of the approaching roadway. Where feasible, all overhead structures will be designed about the centerline of the existing cross road.

SECTION 7. Any preliminary engineering services to be performed by the City, County or by a Consultant will require prior approval of the State to be eligible for FHWA funding. If a

consultant is to be selected, the method of selection and the resulting agreement between the consultant and the City shall conform to the State and Federal standard practices and requirements. Monies received from the FHWA will be remitted to the city after the State's expenses have been deducted.

SECTION 8. The estimated cost of preliminary engineering is \$625,000 and the City's share is estimated at 20 percent or \$125,000. The State agrees to reimburse the City, using Federal DPU Funds, for 80 percent of the eligible costs, contingent upon the availability of the City's Federal DPU Funds. Progress billings to reimburse the City may be submitted by the City no more than once a month. The State will pay 95 percent of the eligible 80 percent Federal share of each billing if Federal funds are available within thirty days of receipt. Final payment of the Federal share will be made after final review and acceptance of the project by the State and a final audit, if deemed necessary, has been performed to verify actual eligible costs. The City agrees to reimburse the State for any overpayments discovered by the State or its authorized representative. If Federal Funds are needed, the City shall maintain copies of all payment records for submittal to the State when additional Federal Funds become available.

The City further agrees, that if reimbursement to the State is required on this project, and if the City is unable to or does not make reimbursement within 60 calendar days after the State notifies the City of such required reimbursement; the State by this agreement is authorized to withhold money from State Highway Allocation Funds apportioned or to be apportioned to the City, in an amount equal to the required reimbursement to the State.

Costs incurred by the State with respect to the entire project will be a part of the cost of the project to be paid out of City and Federal Funds. The State may, at its discretion, initiate progress invoices for costs incurred by the State during the progression of the project and the City agrees to pay those invoices within thirty days of their receipt. The City's share of the total project cost will be all costs not paid for by Federal Funds.

The criteria contained in Part 31 of the Federal Acquisition Regulations System (48 CFR 31) will be applied to determine the allowability of costs incurred by the City under this agreement.

If the Federal DPS allocation balance is not sufficient to reimburse the full federal share of eligible expenses one year after the contract is awarded, the State will continue to reimburse yearly from the City's available STP funds until the Federal share of eligible expenses has been reimbursed.

In the event additional Federal DPS funds do not become available, the City will be responsible for 100 percent of the project costs over the presently available Federal DPS allocation.

Final payment will not be made to the City until the City has filed a completed State DR Form 299 with the State, and both the City and the State have signed it.

Financial participation by the County is not part of this agreement. County funding participation, if any, will be as provided in an inter-local agreement with the City. The County's Federal STP fund apportionment will not be utilized on this project.

SECTION 9. The City understands that payment for the costs of this project, whether they be services, engineering, right-of-way, utilities, material or otherwise, are the sole responsibility of the City where Federal participation is not allowable or available. Therefore, where the Federal government refuses to participate in the project or any portion of this project, the City is responsible for full project payment with no cost or expense to the State in this project or portion of this project. Should this project be abandoned before completion, the City shall pay all costs incurred by the State prior to such abandonment.

The City and the County shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such material available at its office at all reasonable times during the contract period and for three years from the date of final payment under this agreement; such records must be available for inspection by the State and the FHWA or any authorized representatives of the Federal government, and the City shall furnish copies to those mentioned in this section when requested to do so.

SECTION 10. The City agrees that it is to receive federal participation for portion(s) of the work on the proposed project. Because the City is to receive federal funds for any part of this project, the City shall perform the services for all phases of work, according to federal procedures and requirements.

Prior to beginning any phase of work on the proposed project, the City and the County shall contact the Urban Engineer for direction and assistance to ensure that all project work will be accomplished according to federal procedures and requirements.

SECTION 11. If the City or the County performs any part of the work on this project itself, the City and the County shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb.Rev.Stat. §48-1101, through 48-1126 and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in the NONDISCRIMINATION CLAUSES Section of this agreement.

SECTION 12. DISADVANTAGED BUSINESS ENTERPRISES

A. Policy

The City agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds under this agreement. Consequently, the disadvantaged business requirements of 49 CFR Part 26 are hereby made a part of and incorporated by this reference into this agreement.

B. Disadvantaged Business Enterprises Obligation

The City agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal Funds provided under this agreement. In this regard, the City shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The City shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FHWA assisted contracts.

The City, acting as a subrecipient of Federal-aid funds on this project agrees to adopt the disadvantaged business enterprise program of the State for the Federal-aid contracts the City enters into on this project.

Failure of the City to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by the State or such remedy as the State deems appropriate.

SECTION 13. NONDISCRIMINATION CLAUSES

During the performance of this agreement, the City, the County, for itself, its assignees and successors in interest agrees as follows:

- (1) Compliance with Regulations: The City and the County shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: The City and the County, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the basis of disability, race, color, sex, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The City and the County shall not participate either directly or indirectly in

the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendixes "A," "B," and "C" of Part 21 of the Regulations.

- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the City and the County for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the City and the County of the City's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.
- (4) Information and Reports: The City and the County shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the City and the County shall so certify to the State, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the City's and the County's noncompliance with the nondiscrimination provisions of this agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including but not limited to:
 - (a) withholding of payments to the City under this agreement until the City and the County complies, and/or
 - (b) cancellation, termination or suspension of this agreement, in whole or in part.
- (6) Incorporation of Provisions: The City and the County shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The City and the County shall take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the City and the County may

request the State to enter into such litigation to protect the interests of the State, and in addition, the City and the County may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 14. Changes to the said project which affect the function or operation of the improvement, will require prior approval of the State.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the City this _____ day of _____, 2006.

WITNESS: CITY OF LINCOLN

City Clerk

Mayor

EXECUTED by the County this _____ day of _____, 2006.

WITNESS: LANCASTER COUNTY

County Clerk

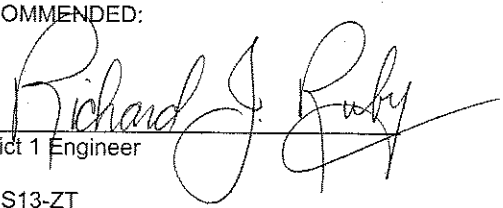
Board Chairperson

EXECUTED by the State this _____ day of _____, 2006.

STATE OF NEBRASKA
DEPARTMENT OF ROADS

Roadway Design Engineer

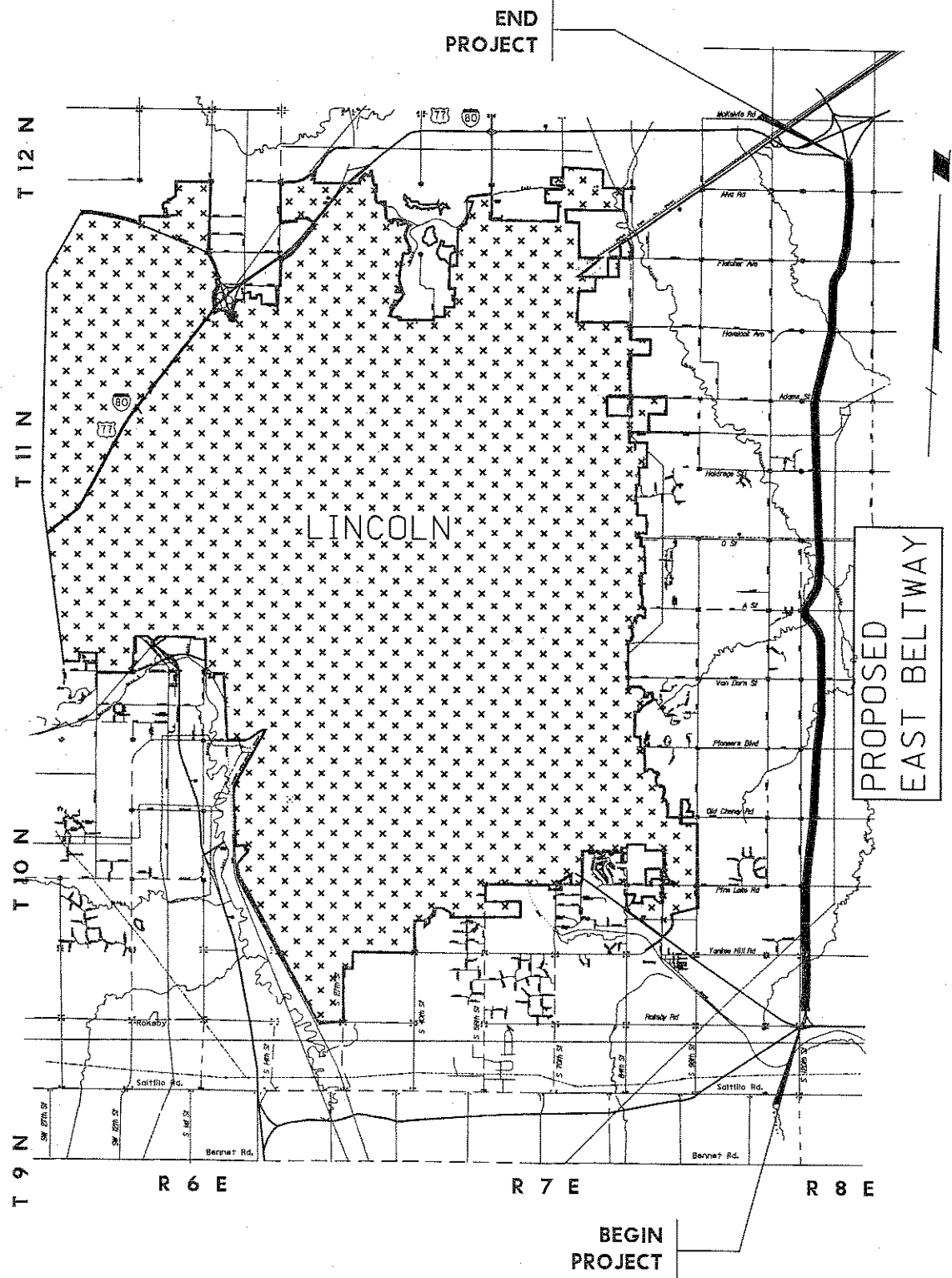
RECOMMENDED:



District 1 Engineer

AGRS13-ZT

LINCOLN
LANCASTER COUNTY
NEBRASKA



DPU-55(156)

C.N. 12848

EXHIBIT "A"

Roadway Design Criteria	Mainline South Beltway	Ramps at Gore	Service Interchange Ramps	Loop Ramps	Local Arterials Paved	Local Arterials Non-Paved
Speed						
Design Speed (des/min)	70 mph / 65 mph	50 mph	50 mph	30 mph	55 mph	50 mph
Design Vehicle	WB-62	WB-62	WB-62	WB-62	WB-62	WB-62
Superelevation						
Maximum	0.06	NA	0.06	0.06	.06	.06
Spiral Transition	Yes	NA	Yes	No	NA	NA
Transition	Per NDOR	NA	Per NDOR	Per NDOR	NA	NA
Horizontal Alignment						
Minimum Radius	1660 ft	835 ft	835 ft	250 ft	1065 ft	835 ft
Minimum Length	975 ft	NA	NA	NA	NA	NA
Tapers						
Lane Drop Taper (des/min)	70:1 / 50:1	NA	NA	NA	55:1/50.4:1	50:1/41.7:1
Lane Add Taper (des/min)	25:1 / 20:1	NA	NA	NA	20:1/18.3:1	20:1/16.7:1
Ramp Entrance Taper (des/min)	NA	70:1 / 50:1	NA	NA	NA	NA
Ramp Exit Taper (des/min)	NA	2° / 5°	NA	NA	NA	NA
Vertical Alignment						
Minimum Grade (des/min)	0.5% / 0.35%	NA	0.5% / 0.35%	0.5% / 0.35%	0.35% / 0.20%	0.35% / 0.20%
Maximum Grade	3%	NA	5%	7%	7%	7%
Crest "K" Value	193	NA	84	19	150	110
Sag "K" Value	157	NA	96	37	115	96
Minimum Length (des/min)	600 ft / 210 ft	NA	NA	NA	165 ft	150 ft
Stopping Sight Distance	820 ft	NA	380 ft	200 ft	495 ft	425 ft
Decision Sight Distance ²	1275 ft	NA	800 ft	535 ft	980 ft	890 ft
Roadway Clearances						
Horizontal	30 ft	NA	20 ft	20 ft / 16 ft	12 ft	12 ft
Vertical						
Over Primary Roads	16.5 ft	NA	16.5 ft	16.5 ft	16.5 ft	16.5 ft
Over Secondary Roads	16.5 ft	NA	18.5 ft	16.5 ft	16.5 ft	16.5 ft
Over Railroad Crossings	24.0 ft	NA	24.0 ft	24.0 ft	24.0 ft	24.0 ft
Under any Structure	16.5 ft	NA	16.5 ft	16.5 ft	16.5 ft	16.5 ft
Over Bike Path	10.0 ft	10.0 ft	10.0 ft	10.0 ft	10.0 ft	10.0 ft
Normal Cross Slope						
Driving Lane	2%	NA	2%	2%	2%	2%
Shoulders	2% - 4%	NA	4%	4%	6%	6%
Max Shoulder Cross Slope Break	7%	NA	7%	7%	NA	NA
Ramp Gore Cross Slope Break	5%	5%	NA	NA	NA	NA
Lane/Shoulder Width						
Driving Lane	12 ft	NA	16 ft	16 ft	12 ft	12 ft
Outside Shoulders Within Service Interchange (surfaced/total)	8 ft / 10 ft	NA	8 ft / 10 ft	8 ft / 10 ft	10 ft / 10 ft	0 ft / 6 ft
Outside Shoulders (surfaced/total)	8 ft / 10 ft	NA	8 ft / 10 ft	8 ft / 10 ft	0 ft / 8 ft, 0 ft / 8 ft or 8 ft / 8 ft depending on traffic volume	0 ft / 6 ft
Inside Shoulders (surfaced/total)	3 ft / 5 ft	NA	0 ft / 4 ft	0 ft / 4 ft	NA	NA
Side Slopes w/in Limits of Service Interchanges						
In Clear Zone	6:1	NA	6:1	6:1	4:1	4:1
Beyond Clear Zone	3:1	NA	3:1	3:1	4:1	4:1
Backslope	3:1	NA	3:1	3:1	2:1	2:1
Side Slopes w/in Lancaster County Areas						
In Clear Zone	6:1	NA	6:1	6:1	4:1	4:1
Beyond Clear Zone (Beyond 24' from Edge of Shoulder)	3:1	NA	3:1	3:1	2:1	2:1
Backslope	3:1	NA	3:1	3:1	2:1	2:1
Design Year Level of Service	C	NA	C	C	C	C

Roadway Design Criteria	Mainline South Beltway	Ramps at Gore	Service Interchange Ramps	Loop Ramps	Local Arterials Paved	Local Arterials Non-Paved
Ramp Location	All right-hand ramps	NA	All right-hand ramps	NA	NA	NA
Minimum Ramp Spacing						
□ Entrance to Exit	2000 ft	NA	NA	NA	NA	NA
System to Service	1600 ft	NA	NA	NA	NA	NA
Service to Service						
□ Entrance - Entrance	1000 ft	NA	NA	NA	NA	NA
Exit - Exit						
□ Exit - Entrance	500 ft	NA	NA	NA	NA	NA
□ Turning Roadway	NA	NA	600 ft	NA	NA	NA
Ramp Terminals						
□ Single Lane Tapers	50:1	NA	50:1	NA	NA	NA
□ Typical Taper Angle						
Entrance (Merge) (des/min)	70:1 / 50:1	NA	70:1 / 50:1	NA	NA	NA
Exit (Diverge)	2° / 5°	NA	2° / 5°	NA	NA	NA
Multi Lane Ramp Merge	Parallel	NA	NA	NA	NA	NA
Lane Balance	Yes	NA	Yes	NA	NA	NA
Minimum Distance to Adjacent Access on Crossroads from Ramp Terminal	NA	NA	600 ft	NA	NA	NA
Curb	NA	NA	NA	NA	NA	NA
Median	52' Depressed	NA	NA	NA	NA	NA
Intersection Radii	NA	NA	NA	NA	Simple Curve	Simple Curve

* - 23.5 ft for UPPR & 24 ft for BN

** - NOTE: allows for a 0.5 ft overlay

*** - use 2% on ramp if full depth concrete

Supplemental Design Criteria – Service Interchange Ramps

Criteria that applies to both Entrance and Exit Ramps:

1. Gore area locations shall be no closer than 1200 ft. from the intersection of curve radii between the gore area and the ramp tangent section shall be greater than or equal to 1000 ft. This allows the designer to include a portion of the curve in the acceleration length.

2. The major and minor roads. Specific attention should be given to streets that intersect at a skew angle.

Curve radii less than 1900 ft. shall include a spiral transition before and after the curve. The length of the spiral, LS, shall be calculated as follows:

$$LS = e(16)(300) \quad \text{NDOR 2-lane equation with lane width changed to 16'}$$

e = actual superelevation of the curve

Minimum spiral length = 150' Desired spiral length = 300'

3. Maximum rollover rates:

- a. 7% between ramp travel lane & shoulders
- b. 5% in gore areas
- c. 5% between lanes

4. Curve transitions, if required, between ramp tangent and minor road intersections shall be designed for the following:

Design Speed = 30 mph
 e = 6% (max.)
Radius = 275' (min.)

Relative gradient @ beginning of curve near intersection: 0.74 (1:135) 20 mph

Relative gradient @ end of curve: 0.66 (1:152) 30 mph

Supplemental Design Criteria – Service Interchange Ramps

Criteria applying only to Exit Ramps:

1. The nose width of the gore area shall be 20' to 24'. See Fig. 8.17 of the NDOR Roadway Design Manual.

Criteria applying only to Entrance Ramps:

1. The nose width of the gore area shall be 2' to 10'. See Fig. 8.21 of the NDOR Roadway Design Manual.

As noted above 70:1 tapers are desirable on entrance and exit ramps, while 50:1 is the minimum taper angle. Between the 68th Street and 82nd/84th Street service interchanges there was insufficient separation to use 70:1 tapers and have 1600 feet between ramp entrance and exit. Because of anticipated weaving issues in the future when traffic volumes increase it was decided to use 50:1 tapers and to maintain the 1600 feet separation.

Public Works & Utilities

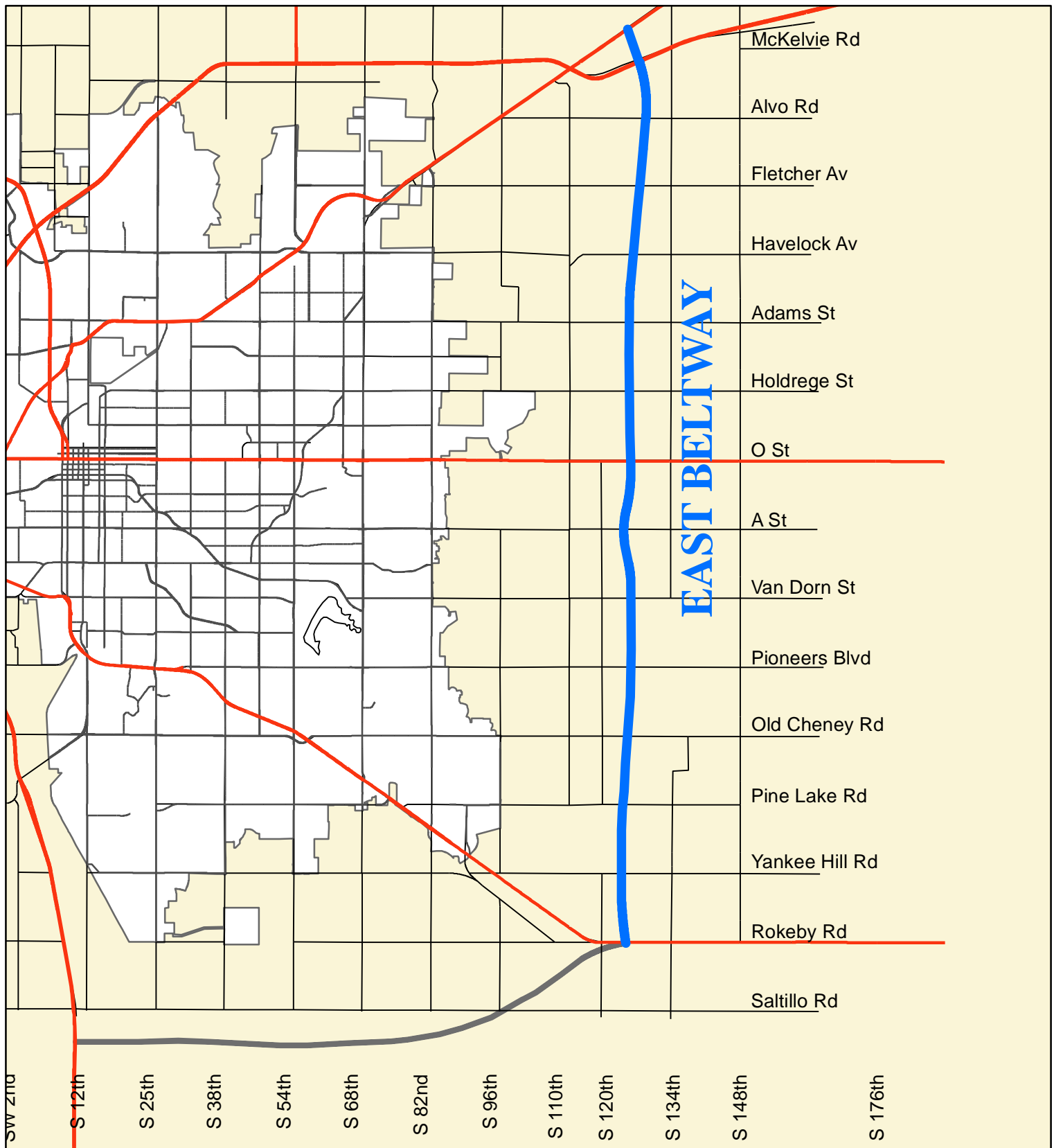
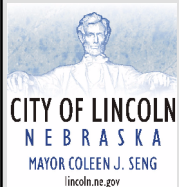




EXHIBIT "A"



Legend

-  eastbeltwayline
-  Major Streets

INSURANCE REQUIREMENTS FOR ALL CITY CONTRACTS

1. GENERAL PROVISIONS

- A. **Indemnification.** The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- B. **Approved Coverage Prior to Commencing Work/Subcontractors Included.** Contractor shall purchase and maintain in place insurance to Protect Contractor and City against all liabilities and hazards as provided in this article throughout the duration of the Contract. Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- C. **Occurrence Basis Coverage.** All insurance shall be provided on an **occurrence basis** and not on a claims made basis, except for hazardous materials, errors and omissions, or other coverage not reasonably available on an occurrence basis; provided that all such claims made coverage is subject to the prior written approval of the City Attorney and must be clearly indicated as such in any certificate showing coverage.
- D. **Authorized and Rated Insurers Required.** All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City Attorney.
- E. **Certificates Showing Coverage.** All certificates of insurance shall be filed with the City Attorney, and may utilize an appropriate standard ACORD Certificate of Insurance form showing the specific limits of insurance coverage required by this Article; provided that restrictions, qualifications or declarations inconsistent with the requirements of this Article shall not relieve the Contractor from providing insurance as required herein. Such certificates shall show the City of Lincoln as additional insured, including by specific endorsement where necessary, as indicated in the following requirements. Such certificate shall specifically state that the related insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction in the stated amounts or limits of insurance coverage.
- F. **Terminology.** The terms "insurance," "insurance policy," or "coverage" as used in this article are used interchangeably and shall have the same meaning as "insurance" unless the context clearly requires otherwise. References to "ISO®" forms are merely for convenience and ease of reference, and an equivalent or better form as determined acceptable by the City Attorney may be used. (Note: ISO® is a registered trademark of ISO Properties, Inc.)

2. INSURANCE REQUIREMENTS

- A. **Scope of Required Coverage.** The Contractor shall take out and maintain during the life of Contract such insurance in the forms and minimum amounts as specified in this Article and as will protect Contractor and City from the following claims arising out of or resulting from or in connection

with the Contractor's operations, undertakings or omissions directly or indirectly related to the Contract, whether by the Contractor or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' compensation, disability benefit, or other employee benefit acts;
- (2) Claims arising out of bodily injury, occupational sickness or disease, or death of an employee or any other person;
- (3) Claims customarily covered under personal injury liability coverage;
- (4) Claims other than to the work itself arising out of an injury to or destruction of tangible property, including the loss of use resulting therefrom;
- (5) Claims arising out of ownership, maintenance or use of any motor vehicle;
- (6) Railroad protective liability coverage in the event the contract involves work to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

- B. Worker's Compensation Insurance and Employer's Liability Insurance.** The Contractor shall provide applicable statutory Worker's Compensation Insurance with minimum limits as provided below covering all Contractor's employees, and in the case of any subcontracted work, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for Subcontractor's employees.

The Contractor shall provide Employer's Liability Insurance with minimum limits as provided below placed with an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each Subcontractor similarly to maintain Employer's Liability Insurance on the Subcontractor's employees.

Coverage	Listing	Min Amt	Notes
Worker's Comp.			
	State	Statutory	
	Applicable Federal	Statutory	
Employer's Liability			
	Bodily Injury by accident	\$500,000	each accident
	Bodily Injury by disease	\$500,000	each employee
	Bodily Injury	\$500,000	policy limit

C. Commercial General Liability Insurance.

- (1) The Contractor shall provide Commercial General Liability Insurance in a policy form providing no less comprehensive and no more restrictive coverage than provided under the ISO® form CG00010798 or newer with standard exclusions "a" through "o" and with minimum limits as provided below. Any other exclusions that operate to contradict or materially alter the standard exclusions shall be specifically listed on the certificate of insurance and shall be subject to the prior written approval of the City Attorney.

Coverage	Min Amt	Notes
General	\$2,000,000	Aggregate
Products and Completed Operations	\$2,000,000	Aggregate
Personal and Advertising Injury	\$1,000,000	
Each Occurrence	\$1,000,000	
Fire Damage Limit	\$ 100,000	any one fire
Medical Damage Limit	\$ 10,000	any one person

(2) The required Commercial General Liability Insurance shall also include the following:

- Coverage for all premises and operations
- Endorsement to provide the general aggregate per project endorsement
- Personal and advertising injury included
- Operations by independent contractors included
- Contractual liability coverage included
- X.C.U. Coverage including coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of ground.
- Any fellow employee exclusions shall be deleted
- Coverage shall not contain an absolute pollution exclusion, and applicable remaining coverage shall apply for pollution exposures arising from products and completed operations.
- Coverage for products and completed operations maintained for duration of work and shall be maintained for a minimum of three years after final acceptance under the Contract or the warranty period for the same whichever is longer, unless modified in any Special Provisions.
- Contractual Liability coverage shall include contractually assumed defense costs in addition to any policy limits.

(3) If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).

(4) City may at its sole option, and in lieu of being additional insured on the Contractor's policy, by written requirement in the Special Provisions or by written change order, require Contractor to provide a separate Owner's Protective liability policy. The premium cost to obtain such insurance shall be as paid as provided in the Special Provision or change order, with any related cost savings as reasonably determined by the City being reimbursed or paid to the City.

D. Vehicle liability insurance coverage.

- The Contractor shall provide reasonable insurance coverage for all owned, non-owned, hired and leased vehicles with specific endorsements to include contractual liability coverage and delete any fellow employee exclusion.
- If specifically required in the Special Provisions, the required coverage shall also include an endorsement for auto cargo pollution (ISO® form CA 99 48).

E. Railroad Protective Liability. If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with

minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City Attorney's office prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

- F. **Umbrella or Excess Insurance.** The Contractor shall provide Umbrella or Excess insurance coverage with minimum coverage limits of \$3,000,000 each occurrence and aggregate.
- G. **City included as Insured on Contractor's Policy – Endorsements required.**
The Contractor shall provide adequate written documentation, including applicable ACORD certificates, declarations pages or other acceptable policy information demonstrating that the City is included as an additional insured along with the Contractor with respect to all of the coverages required in this "Section 2A Insurance Requirements," except for applicable Worker's Compensation coverage, to include all work performed for the City and specifically including, but not limited to, any liability caused or contributed to by the act, error, or omission of the Contractor, including any related subcontractors, third parties, agents, employees, officers or assigns of any of them. The documentation or endorsement shall specifically include the city as an additional insured for purposes of Products and Completed Operations. The inclusion of the City as additional insured shall be for coverage only on a primary basis for liability coverage, and no coverage shall contain a policy or other restriction or attempt to provide restricted coverage for the City, whether on an excess, contributory or other basis regardless of any other insurance coverage available to the City.

3. **CONTRACTOR'S INDEMNITY – CONTRACTUAL LIABILITY INSURANCE**

- A. To the same extent as specified for minimum coverage requirements in Section 2 above, the required insurance shall include contractual liability coverage to include indemnification and hold harmless agreements and provisions in the related Contract Documents, specifically including the following provision:
- (1) To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, agents, employees, volunteers and consultants from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs arising out of or related to the Contract or the Contractor's activities, errors, or omissions related to the Contract including liabilities or penalties imposed by applicable, law, rule or regulation in connection therewith; provided that such claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs:
 - is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom, and
 - is caused in whole or in part by any act or omission of the Contractor, any subcontractor, agent, officer, employee, or assigns of the same or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.
 - (2) Such indemnification shall not be construed to negate, abridge, limit or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.
- B. In any and all claims by any employee (whether an employee of the Contractor or subcontractor, or their respective agents or assigns by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable as an employer) in whole or in part against the City, its officers, agents, employees, volunteers or consultants, the above indemnification shall not be limited in any way by the amount of damages, compensation, benefits or other contributions payable by or on behalf of a the employer under Worker's Compensation statutes, disability benefit acts, or any other employee benefit or payment acts as the case may be.

- C. The obligations of indemnification herein shall not include or extend to:
- (1) Any outside engineer's or architect's professional errors and omissions involving the approval or furnishing of maps, drawings, opinions, reports, surveys, change orders, designs or specifications within the scope of professional services provided to the City and related to the Contract; and
 - (2) Any claims arising out of the negligence of the City to the extent the same is the sole and proximate cause of the injury or damage so claimed.
- D. In the event of any litigation of any such claims shall be commenced against the City, Contractor shall defend the same at Contractor's sole expense upon notice thereof from the City. Contractor shall notify the insuring company that the City reserves and does not waive any statutory or governmental immunity and neither Contractor, nor Contractor's counsel whether employed by Contractor or by an insurer on behalf of the Contractor shall waive such defenses or enter into any settlement or other disposition requiring waiver of any defenses or immunity of the City without the express written consent of the City.

4. CONTRACTOR'S INSURANCE FOR OTHER LOSSES.

- A. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the Contract including any tools, machinery, equipment, storage devices, containers, sheds, temporary structures, staging structures, scaffolding, fences, forms, braces, jigs, screens, brackets, vehicles and the like owned or rented by Contractor, or Contractor's agents, subcontractors, suppliers, or employees.
- B. In connection with the above, Contractor shall cause or require any applicable insurance related to physical damage of the same to provide a waiver of a right of subrogation against the City.

5. NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE.

- A. The Contractor shall promptly notify the City in writing and provide a copy of all claims and information presented to any of Contractor's insurance carrier/s upon any loss or claim or upon any occurrence giving rise to any liability or potential liability related to the Contract or related work. The notice to the City shall include pertinent details of the claim or liability and an estimate of damages, names of witnesses, and other pertinent information including the amount of the claim, if any.
- B. In the event the City receives a claim or otherwise has actual knowledge of an any loss or claim arising out of the Contract or related work and not otherwise known to or made against the Contractor, the City shall promptly notify the Contractor of the same in writing, including pertinent details of the claim or liability; Provided, however the City shall have no duty to inspect the project to obtain such knowledge, and provided further that the City's obligations, if any, shall not relieve the Contractor of any liability or obligation hereunder.

6. PROPERTY INSURANCE/ BUILDER'S RISK.

- A. The Contractor shall provide property insurance (a/k/a Builder's Risk or installation Floater) on all Projects involving construction or installation of buildings or structures and other projects where provided in the Special Provisions. Such insurance shall be provided in the minimum amount of the total contract sum and in addition applicable modifications thereto for the entire work on a replacement cost basis. Such insurance shall be maintained until the City completes final acceptance of the work as provided in the Contract. Such insurance shall be written and endorsed, where applicable, to include the interests of the City, Contractor, Subcontractors, Sub-subcontractors in the related work. The maximum deductible for such insurance shall be \$5,000 for each occurrence, which deductible shall be the responsibility of the Contractor. Such insurance shall contain a "permission to occupy" endorsement.

- B. All related Property Insurance shall be provided on a "Special Perils" or similar policy form and shall at a minimum insure against perils of fire including extended coverage and physical loss or damage including without limitation or duplication of coverage: flood, earthquake, theft, vandalism, malicious mischief, collapse, and debris removal, including demolition whether occasioned by the loss or by enforcement of applicable legal or safety requirements including compensation or costs for City's related costs and expenses (as owner) including labor required as a result of such loss.
- C. All related Property Insurance shall include coverage for falsework, temporary buildings, work stored off-site or in-transit to the site, whether in whole or in part. Coverage for work off-site or in-transit shall be a minimum of 10% of the amount of the policy.
- D. The Contractor's Property Insurance shall be primary coverage for any insured loss related to or arising out of the Contract and shall not be reduced by or coordinated with separate property insurance maintained by the City.